



NAME OF OFFEROR OR CONTRACTOR  
Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	LIST OF CHANGES: Reason for Modification: Other Administrative Action Total Amount for this Modification: \$0.00  Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 05/02/2019 to 05/01/2024				

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF  
LABOR

THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-4269
Daniel W. Simms	Division of	Revision No.: 9
Director	Wage Determinations	Date Of Last Revision: 04/25/2019

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Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Maryland

Area: Maryland Counties of Frederick Montgomery

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.95
01012 - Accounting Clerk II		21.28
01013 - Accounting Clerk III		23.81
01020 - Administrative Assistant		35.24
01035 - Court Reporter		24.02
01041 - Customer Service Representative I		14.68
01042 - Customer Service Representative II		16.51
01043 - Customer Service Representative III		18.02
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher Motor Vehicle		20.24
01070 - Document Preparation Clerk		17.75
01090 - Duplicating Machine Operator		17.75
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.71
01191 - Order Clerk I		16.61
01192 - Order Clerk II		18.12
01261 - Personnel Assistant (Employment) I		18.87
01262 - Personnel Assistant (Employment) II		21.11
01263 - Personnel Assistant (Employment) III		23.52
01270 - Production Control Clerk		26.02
01290 - Rental Clerk		16.55
01300 - Scheduler Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		18.10
01410 - Supply Technician		35.24
01420 - Survey Worker		20.03
01460 - Switchboard Operator/Receptionist		15.19
01531 - Travel Clerk I		15.45

01532 - Travel Clerk II	16.83
01533 - Travel Clerk III	18.19
01611 - Word Processor I	17.16
01612 - Word Processor II	19.27
01613 - Word Processor III	21.56
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	29.42
05010 - Automotive Electrician	24.58
05040 - Automotive Glass Installer	23.15
05070 - Automotive Worker	23.15
05110 - Mobile Equipment Servicer	19.91
05130 - Motor Equipment Metal Mechanic	25.88
05160 - Motor Equipment Metal Worker	23.15
05190 - Motor Vehicle Mechanic	25.88
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	23.15
05310 - Painter Automotive	24.58
05340 - Radiator Repair Specialist	23.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	25.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	16.10
07042 - Cook II	18.72
07070 - Dishwasher	11.12
07130 - Food Service Worker	11.96
07210 - Meat Cutter	20.58
07260 - Waiter/Waitress	10.67
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	

11030 - Cleaner Vehicles	11.81
11060 - Elevator Operator	13.19
11090 - Gardener	19.77
11122 - Housekeeping Aide	13.19
11150 - Janitor	13.19
11210 - Laborer Grounds Maintenance	14.75
11240 - Maid or Houseman	13.10
11260 - Pruner	13.08
11270 - Tractor Operator	18.08
11330 - Trail Maintenance Worker	14.75
11360 - Window Cleaner	14.87
12000 - Health Occupations	
12010 - Ambulance Driver	22.45
12011 - Breath Alcohol Technician	23.39
12012 - Certified Occupational Therapist Assistant	32.38
12015 - Certified Physical Therapist Assistant	28.52
12020 - Dental Assistant	22.82
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	22.45
12071 - Licensed Practical Nurse I	21.98
12072 - Licensed Practical Nurse II	24.59
12073 - Licensed Practical Nurse III	27.41
12100 - Medical Assistant	17.99
12130 - Medical Laboratory Technician	26.40
12160 - Medical Record Clerk	21.08
12190 - Medical Record Technician	23.60
12195 - Medical Transcriptionist	20.69
12210 - Nuclear Medicine Technologist	40.09
12221 - Nursing Assistant I	12.52
12222 - Nursing Assistant II	14.08
12223 - Nursing Assistant III	15.36
12224 - Nursing Assistant IV	17.24
12235 - Optical Dispenser	22.19
12236 - Optical Technician	21.03
12250 - Pharmacy Technician	18.12

12280 - Phlebotomist	19.00
12305 - Radiologic Technologist	34.88
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	28.97
12320 - Substance Abuse Treatment Counselor	22.81
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.85
13012 - Exhibits Specialist II	27.07
13013 - Exhibits Specialist III	33.10
13041 - Illustrator I	20.62
13042 - Illustrator II	25.55
13043 - Illustrator III	31.24
13047 - Librarian	41.25
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	37.26
13058 - Library Technician	24.07
13061 - Media Specialist I	25.31
13062 - Media Specialist II	28.32
13063 - Media Specialist III	31.55
13071 - Photographer I	18.32
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.14
13090 - Technical Order Library Clerk	17.38
13110 - Video Teleconference Technician	22.97
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22

14045 - Computer Operator V	29.05
14071 - Computer Programmer I (see 1)	26.36
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	35.84
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	39.20
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	32.93
15085 - Maintenance Test Pilot Fixed Jet/Prop	49.06
15086 - Maintenance Test Pilot Rotary Wing	49.06
15088 - Non-Maintenance Test/Co-Pilot	49.06
15090 - Technical Instructor	29.67
15095 - Technical Instructor/Course Developer	36.30
15110 - Test Proctor	23.96
15120 - Tutor	23.96
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	14.16
16030 - Counter Attendant	14.16
16040 - Dry Cleaner	16.18
16070 - Finisher Flatwork Machine	14.16
16090 - Presser Hand	14.16
16110 - Presser Machine Drycleaning	14.16
16130 - Presser Machine Shirts	14.16
16160 - Presser Machine Wearing Apparel Laundry	14.16
16190 - Sewing Machine Operator	16.86
16220 - Tailor	17.88



16250 - Washer Machine	14.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.92
19040 - Tool And Die Maker	31.49
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.25
21030 - Material Coordinator	26.02
21040 - Material Expediter	26.02
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	20.25
21110 - Shipping Packer	17.51
21130 - Shipping/Receiving Clerk	17.51
21140 - Store Worker I	14.12
21150 - Stock Clerk	18.82
21210 - Tools And Parts Attendant	20.25
21410 - Warehouse Specialist	20.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	35.49
23019 - Aircraft Logs and Records Technician	26.37
23021 - Aircraft Mechanic I	33.69
23022 - Aircraft Mechanic II	35.49
23023 - Aircraft Mechanic III	37.21
23040 - Aircraft Mechanic Helper	23.34
23050 - Aircraft Painter	32.00
23060 - Aircraft Servicer	26.37
23070 - Aircraft Survival Flight Equipment Technician	32.00
23080 - Aircraft Worker	28.24
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.24
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.69
23110 - Appliance Mechanic	23.90
23120 - Bicycle Repairer	19.21
23125 - Cable Splicer	34.63
23130 - Carpenter Maintenance	24.67
23140 - Carpet Layer	20.49

23160 - Electrician Maintenance	28.88
23181 - Electronics Technician Maintenance I	30.26
23182 - Electronics Technician Maintenance II	32.13
23183 - Electronics Technician Maintenance III	33.83
23260 - Fabric Worker	22.79
23290 - Fire Alarm System Mechanic	25.20
23310 - Fire Extinguisher Repairer	21.00
23311 - Fuel Distribution System Mechanic	29.39
23312 - Fuel Distribution System Operator	21.77
23370 - General Maintenance Worker	22.30
23380 - Ground Support Equipment Mechanic	33.69
23381 - Ground Support Equipment Servicer	26.37
23382 - Ground Support Equipment Worker	28.24
23391 - Gunsmith I	21.00
23392 - Gunsmith II	24.41
23393 - Gunsmith III	27.30
23410 - Heating Ventilation And Air-Conditioning Mechanic	27.59
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	29.05
23430 - Heavy Equipment Mechanic	27.60
23440 - Heavy Equipment Operator	23.39
23460 - Instrument Mechanic	24.54
23465 - Laboratory/Shelter Mechanic	25.92
23470 - Laborer	14.98
23510 - Locksmith	24.09
23530 - Machinery Maintenance Mechanic	28.87
23550 - Machinist Maintenance	24.02
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.54
23592 - Metrology Technician II	25.85
23593 - Metrology Technician III	27.11
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter Maintenance	21.75
23790 - Pipefitter Maintenance	28.46
23810 - Plumber Maintenance	27.03

23820 - Pneudraulic Systems Mechanic	27.30
23850 - Rigger	25.16
23870 - Scale Mechanic	24.41
23890 - Sheet-Metal Worker Maintenance	25.32
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	31.34
23932 - Telecommunications Mechanic II	33.00
23950 - Telephone Lineman	33.17
23960 - Welder Combination Maintenance	23.22
23965 - Well Driller	22.91
23970 - Woodcraft Worker	27.30
23980 - Woodworker	21.00
24000 - Personal Needs Occupations	
24550 - Case Manager	18.92
24570 - Child Care Attendant	14.16
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	12.75
24620 - Family Readiness And Support Services Coordinator	18.92
24630 - Homemaker	18.92
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.18
25040 - Sewage Plant Operator	25.21
25070 - Stationary Engineer	30.18
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	25.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.53
27007 - Baggage Inspector	17.28
27008 - Corrections Officer	28.24
27010 - Court Security Officer	28.50
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	28.24
27070 - Firefighter	30.03
27101 - Guard I	17.28
27102 - Guard II	20.57
27131 - Police Officer I	31.31

27132 - Police Officer II	34.80
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.62
28042 - Carnival Equipment Repairer	14.88
28043 - Carnival Worker	9.85
28210 - Gate Attendant/Gate Tender	13.92
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	15.57
28510 - Recreation Aide/Health Facility Attendant	11.37
28515 - Recreation Specialist	19.29
28630 - Sports Official	12.40
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.08
29020 - Hatch Tender	31.08
29030 - Line Handler	31.08
29041 - Stevedore I	29.02
29042 - Stevedore II	33.00
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	43.35
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	29.89
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	32.93
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	27.17
30051 - Cryogenic Technician I	31.00
30052 - Cryogenic Technician II	34.24
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64

30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30095 - Evidence Control Specialist	26.82
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.43
30222 - Latent Fingerprint Technician II	34.71
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30375 - Petroleum Supply Specialist	32.81
30390 - Photo-Optics Technician	27.98
30395 - Radiation Control Technician	32.81
30461 - Technical Writer I	27.08
30462 - Technical Writer II	33.13
30463 - Technical Writer III	40.08
30491 - Unexploded Ordnance (UXO) Technician I	27.56
30492 - Unexploded Ordnance (UXO) Technician II	33.34
30493 - Unexploded Ordnance (UXO) Technician III	39.96
30494 - Unexploded (UXO) Safety Escort	27.56
30495 - Unexploded (UXO) Sweep Personnel	27.56
30501 - Weather Forecaster I	31.00
30502 - Weather Forecaster II	37.71
30620 - Weather Observer Combined Upper Air Or	(see 2) 25.19
Surface Programs	
30621 - Weather Observer Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.34
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.66
31260 - Parking and Lot Attendant	12.02
31290 - Shuttle Bus Driver	17.12
31310 - Taxi Driver	14.64
31361 - Truckdriver Light	17.12

31362 - Truckdriver Medium	18.58
31363 - Truckdriver Heavy	21.87
31364 - Truckdriver Tractor-Trailer	21.87
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.26
99030 - Cashier	11.43
99050 - Desk Clerk	13.35
99095 - Embalmer	31.73
99130 - Flight Follower	27.56
99251 - Laboratory Animal Caretaker I	14.02
99252 - Laboratory Animal Caretaker II	15.32
99260 - Marketing Analyst	34.94
99310 - Mortician	31.73
99410 - Pest Controller	20.07
99510 - Photofinishing Worker	16.29
99710 - Recycling Laborer	21.84
99711 - Recycling Specialist	26.77
99730 - Refuse Collector	19.37
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	14.89
99830 - Survey Party Chief	27.58
99831 - Surveying Aide	17.14
99832 - Surveying Technician	26.22
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal

Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour or \$167.20 per week or \$724.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the



conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or

local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\*

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERD19D0001/P00002	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Edward Hudgens Environmental Public Health Division, Epidemiology Branch Hudgens.Edward@epa.gov</p> <p>Contract Specialist(s) responsible for administering this contract: Kaela Houser Office of Acquisition Solutions (OAS) Cincinnati Acquisition Division (CAD) Houser.Kaela@epa.gov</p> <p>Administrative Contracting Officer: Mark Cranley Office of Acquisition Solutions (OAS) Cincinnati Acquisition Division (CAD) Cranley.Mark@epa.gov</p> <p>LIST OF CHANGES: Reason for Modification: Other Administrative Action Contracting Officer changed from Lenora Hilliard  to Mark Cranley</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 05/02/2019 to 05/01/2024</p>				



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				12	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00003		See Block 16C			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
ITAD				CODE	
US Environmental Protection Agency					
109 T.W. Alexander Drive					
Mail Code: AA005					
Research Triangle Park NC 27709					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
Westat, Inc.					
Attn: (b) (4)				9B. DATED (SEE ITEM 11)	
1600 RESEARCH BOULEVARD					
ROCKVILLE MD 208503129					
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
049508120				68HERD19D0001	
				10B. DATED (SEE ITEM 13)	
				05/02/2019	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
Net Decrease: -\$7,764.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X Bilateral Limitation of Funds					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: 049508120					
Westat, Inc. - Research Support for Environmental Epidemiologic Studies					
Max Expire Date: 05/01/2024 Invoice Approver: Edward Hudgens Alt Invoice App: Elizabeth Sams					
The purpose of this modification is to deobligate -\$7,764.00 from the Base Contract 68HERD19D0001.					
-----					
LIST OF CHANGES:					
Reason for Modification: Funding Only Action					
Total Amount for this Modification: \$0.00					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		Mark Cranley			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				ELECTRONIC SIGNATURE	
				09/24/2019	
Previous edition unusable				STANDARD FORM 30 (REV. 11/2016)	
				Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERD19D0001/P00003	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR  
Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Version: \$1,564,840.00</p> <p>New Total Amount for this Award: \$8,302,590.00</p> <p>Obligated Amount for this Modification: -\$7,764.00</p> <p>New Total Obligated Amount for this Award: \$92,236.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1</p> <p>Obligated Amount for this Modification: -\$7,764.00</p> <p>CHANGES FOR ACCOUNTING CODE: 18-19-C-26XR000-000FK8XPV-2532-26A5C-1826XRE036-003</p> <p>Amount changed from \$23,391.00 to \$15,688.00</p> <p>CHANGES FOR ACCOUNTING CODE: 18-19-C-26XR000-000FK8XPW-2532-26A5C-1826XRE036-004</p> <p>Amount changed from \$16,492.00 to \$16,431.00</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>Period of Performance: 05/02/2019 to 05/01/2024</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 12 PAGES	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001		CODE CAD		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Westat, Inc. Attn: (b) (4) 1600 RESEARCH BOULEVARD ROCKVILLE MD 208503129				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x 10A. MODIFICATION OF CONTRACT/ORDER NO. 68HERD19D0001			
CODE 049508120				FACILITY CODE			
				10B. DATED (SEE ITEM 13) 05/02/2019			

NAME OF OFFEROR OR CONTRACTOR  
Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged.  Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 05/02/2019 to 05/01/2024				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 7 PAGES	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001		CODE CAD		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Westat, Inc. Attn: (b) (4) 1600 RESEARCH BOULEVARD ROCKVILLE MD 208503129				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				x			
				10A. MODIFICATION OF CONTRACT/ORDER NO. 68HERD19D0001			
				10B. DATED (SEE ITEM 13) 05/02/2019			
CODE 049508120		FACILITY CODE					

### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 049508120

Westat, Inc. - Research Support for Environmental Epidemiologic Studies

Max Expire Date: 05/01/2024 InvoiceApprover: Edward Hudgens Alt Invoice App: Elizabeth Sams

The purpose of this modification is to:

1. Incorporate the attached EPA blanket administrative modification signed by Raoul Scott on July 30, 2020, and

2. Incorporate the Clause titled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020)."

Continued . . .

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
--	--

Mark Cranlev

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED
------------------

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED
------------------

(Signature of person authorized to sign)

(Signature of Contracting Officer)

**ELECTRONIC  
SIGNATURE**

08/24/2020

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERD19D0001/P00005	PAGE 2	OF 7
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NAME OF OFFEROR OR CONTRACTOR  
Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>See attached for the full text version of FAR 52.204-25. Contract Acknowledgment of receipt required.</p> <p>52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.</p> <p>As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:</p> <p>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)</p> <p>(a) Definitions. As used in this clause;</p> <p>Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).</p> <p>Covered foreign country means The People's Republic of China.</p> <p>Covered telecommunications equipment or services means;</p> <p>(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);</p> <p>(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);</p> <p>(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or</p> <p>(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a</p> <p>Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERD19D0001/P00005	PAGE 3	OF 7
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NAME OF OFFEROR OR CONTRACTOR  
Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>covered foreign country.</p> <p>Critical technology means;</p> <p>(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;</p> <p>(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-</p> <p>(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or</p> <p>(ii) For reasons relating to regional stability or surreptitious listening;</p> <p>(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);</p> <p>(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);</p> <p>(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or</p> <p>(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).</p> <p>Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.</p> <p>Reasonable inquiry means an inquiry designed to uncover any information in the Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERD19D0001/P00005	PAGE 4	OF 7
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NAME OF OFFEROR OR CONTRACTOR  
Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.</p> <p>Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.</p> <p>Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.</p> <p>(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.</p> <p>(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered</p> <p>Continued ...</p>				



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERD19D0001/P00005	PAGE	OF
		5	7

NAME OF OFFEROR OR CONTRACTOR  
Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.</p> <p>(c) Exceptions. This clause does not prohibit contractors from providing;</p> <p>(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or</p> <p>(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.</p> <p>(d) Reporting requirement.</p> <p>(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>.</p> <p>(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause</p> <p>(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer</p> <p>Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERD19D0001/P00005	PAGE	OF
		6	7

NAME OF OFFEROR OR CONTRACTOR

Westat, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.</p> <p>(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.</p> <p>(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items. (End of clause)</p> <p>LIST OF CHANGES: Reason for Modification: Other Administrative Action</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 05/02/2019 to 05/01/2024</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE 08/13/2020		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Raoul D. Scott, Director OMS/ARM/OAS/Policy, Training and Oversight Division US Environmental Protection Agency, Mail Code 3802R 1200 Pennsylvania Avenue, NW Washington, DC 20004		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  To All EPA Contractors				<input checked="" type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER To all EPA Contracts and Orders	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This contract/order is being modified in accordance with the applicability instructions in interim FAR Case 2019-009, and FAR 4.2105, requiring contracting officers to include FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

See attached for the full text version of FAR 52.204-25. Contractor Acknowledgment of receipt required.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raoul D. Scott, Director Policy, Training and Oversight Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  RAOUL SCOTT Digitally signed by RAOUL SCOTT Date: 2020.07.30 11:40:17 -04'00'	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243

## **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

### **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-



(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)